

SCHOOL BOARD POLICY
School District of Holmen
Holmen, WI 54636

FILE: 853
SECTION: 800
COMMUNITY

COMMERCIALISM IN SCHOOLS

Philosophical Foundation:

The School District of Holmen (District) has an obligation to protect the integrity of the learning environment. Therefore, when working together, schools and businesses must ensure that any commercial materials and advertisements used within district buildings and upon district premises are consistent with the District's values, goals, and objectives.

The Board recognizes that the funds derived from paid advertising will benefit the District, its schools, students, employees, and programs. Positive school-business relationships should be ethical and structured in accordance with the following principles:

1. Corporate/business involvement must support the curriculum and instructional goals and objectives of the school.
2. Corporate/business involvement must be evaluated for educational effectiveness by the school on an ongoing basis.
3. Students shall not be required to observe, listen, or read commercial advertising that interferes with the learning environment.

Standard display advertising on products and equipment is excluded from management under this policy. Examples include but are not limited to: software vendor names on vending machines, product labels on food and beverages and product logos on apparel, etc.

Administrative Rule/Guidelines:

No advertising may be placed in or used by the District or a school unless such advertising is paid advertising as defined herein and approved in accordance with this policy. No paid advertising shall be construed as or constitute an endorsement by the Board, District, or school of any product, service, activity, program, or organization and the District reserves the right to reject any paid advertising. "Paid advertising" is defined as the payment of money or other economic benefit to the District for promoting the sale of any product, service, activity or program.

Subject to the approvals herein, paid advertising such as signage, display, advertisement, banners, may be allowed on District facilities, stadiums, fields, gymnasiums, auditoriums; in program pamphlets or District publications; for sponsorship of an academic or athletic event(s) or team(s); or any other venue where such paid advertising would be directed primarily to members of the public. In accordance with the following conditions, be it known:

- The District may consult District legal counsel to review the proposed contract provisions.
- Under no circumstances shall gratuities be accepted from vendors which might appear to obligate the District to a particular vendor.

- In all instances, business relationships and contracts with the schools require approval by the District Administrator or designee.
- There shall be no paid advertising *in* the classrooms (exemptions: large group areas i.e. gymnasium, commons, FAC, etc.)
- There shall be no paid advertising on the exterior of a building, or that involves the erection of an apparatus on school grounds, or that involves the anchoring of signage into a physical wall without the prior written approval of the Building and Grounds Supervisor and Facilities Coordinator
- There shall be no billboards or signage on the top of District buildings.
- Paid advertising may take the form of ads in programs, yearbooks, or newspapers; fixed signage; or banners.

All paid advertising must meet the following criteria:

- No paid advertising shall promote hostility, disorder, or violence.
- No paid advertising shall attack, demean, ridicule or disparage based upon membership in any group identified in the District's non-discrimination policies.
- No paid advertising shall be libelous.
- No paid advertising shall be allowed that is not age-appropriate to the students attending the institution.
- No paid advertising shall endorse a political cause, political activity, political party, or candidate for political office or position.
- No paid advertising shall promote the use of drugs, alcohol, tobacco, firearms or promote gambling.
- All paid advertising signage must comply with all applicable state statues, state administrative codes and local ordinances and building codes.
- The use in the schools of curriculum-related material and school supplies bearing the name of a business, publisher, or manufacturer shall not be construed as advertising under this policy.
- The distribution of awards for students donated by a commercial enterprise and approved by the principal shall not be construed as paid commercial advertising within the meaning of this policy.
- No paid advertising shall advance or endorse any religious organization.
- No paid advertising shall conflict with the Board's mission, policies, Board-adopted Legislative Agenda, or the District's curriculum or instructional program.
- No paid advertising shall adversely affect the District's reputation or image.
- No paid advertising shall promote private K-12 schools or K-12 schools chartered by chartering agencies other than the District.
- All paid advertising must be approved and documented by a contract signed on the District's behalf by the district administrator or designee.
- No paid advertising contract shall be of duration of more than three years without prior Board approval.

Legal Ref: Wisconsin Statutes:
 Advertising in highways prohibited, where, 86.191(6)(d)
 Sale of goods and services at schools, 118.12
 Gifts and Grants, 118.27

Local Codes and Ordinance:

Village of Holmen, Article XII – Signs, Awnings, Canopies and Billboards

Town of Holland, #4-2007 – Sign/Billboard Control Ordinance

La Crosse County, Chapter 10 - Public Nuisances

La Crosse County, Chapter 17.14 – Regulation of Outdoor Advertising

Cross Ref: Student Wellness, 341.33
 Student Fundraising Activities, 374
 Employee Conduct, 522
 Usage of Facilities by Community, 830
 Partnerships with Businesses, 881a
 Relations with Community, 881b
 School Facilities Planning, 920

Approved: January 9, 2012

Approved: December 8, 2014

See Advertising Agreement template on next page



SCHOOL DISTRICT OF HOLMEN ADVERTISING AGREEMENT

This Agreement is being entered into this ____ (day) of _____ (month), _____ (year), and between _____ (advertiser) and the School District of Holmen.

WHEREAS, the School District of Holmen is in need of additional funds to support high quality education, extra-curricular programs, and facilities;

WHEREAS, the School District of Holmen recognizes the importance of establishing cooperative partnerships with local supporters to promote the School District of Holmen's interests;

WHEREAS, the School Board Policy 853 - Commercialism in Schools, allows advertisement opportunities in exchange for limited advertising in district buildings and on district premises;

WHEREAS, Advertiser is desirous of entering into this agreement to support the School District of Holmen's educational programs, extra-curricular activities and facilities in exchange for advertising under the following terms and conditions:

NOW THEREFORE, in consideration of mutual promises and covenants contained herein, the parties agree as follows:

1. Term. The term of this Agreement shall commence on _____ (day/month/year), and shall continue for _____ (length of time), terminating as of _____ (day/month/year), unless earlier terminated as provided herein. This agreement may be renewed for an additional term upon mutual consent of the School District of Holmen and the Advertiser.
2. Advertisement Fee. In consideration of the rights and benefits granted the Advertiser under this Agreement, the Advertiser shall pay the District an Advertiser Fee in the amount of \$ _____ on or before _____ (day/month/year). The Advertiser Fee includes all advertising rights as described in Section 3 below.
3. Advertiser Rights. During the term of this Agreement, the Advertiser will have the following advertising rights:
 - 3.1 Signage: Advertiser shall have the right to display signage _____ (quantity), _____ (type) at _____ (location).
 - 3.1(a) The School District of Holmen is not responsible for any damage to signs(s). The Advertiser will be notified if sign(s) become damaged and have the option to repair or replace the sign at the Advertiser's sole responsibility and cost. The School District of Holmen has the right to remove signs that it determines are not in appropriate physical condition for continued display and cost for removal will be billed to the advertiser.
 - 3.1(b) In the event a sign is removed because of damage, and the Advertiser does not provide a replacement sign, no portion of the advertising fee shall be refunded to the School District of Holmen.
 - 3.2 Announcements: The School District of Holmen shall make agreed-upon announcements at each _____ (game/program/event), approximately 10 seconds in length, 2-4 times per game/program/event.

4. Cost of Advertising. All production and installation costs of signage, announcements or other advertising shall be paid for by the Advertiser, using the School District of Holmen approved vendor.
5. Content of Advertising. Notwithstanding anything herein to the contrary, the School District of Holmen reserves the right to determine whether the promotional and advertising material and content complies with the School Board Policy 853 - Commercialism in Schools. Any promotion or advertising material not compliant shall be rejected.
6. Approvals. Prior written approval that any advertising is consistent with School Board Policy 853 - Commercialism in Schools, must be approved before any materials are published or displayed.
 - 6.1 Any advertising that is posted on the exterior of a building or that involves the erection of an apparatus into a physical wall on school grounds must have the prior written approval of the District Administrator, Buildings/Grounds Supervisor and Administrative Designee (Facilities Coordinator and/or Building Principal).
 - 6.2 All advertising must be in compliance with the Village of Holmen, Town of Holland, and La Crosse County signage ordinances.
7. Termination. The School District of Holmen shall have the right to terminate this Agreement at any time, for any reason, effective immediately upon receipt by Advertiser of written notice of termination. In the event of termination by the School District of Holmen, unless such termination shall be specified for cause, the Advertiser shall be entitled to a refund of the proportional balance of any annual Advertising Fee already paid to the School District of Holmen less 10% processing fee. The Advertiser will be responsible for prompt removal of signage. If signage is not promptly removed, the district may proceed with removal. The cost of removal will be owed by the Advertiser and may be deducted from any refund amount due. If the district assumes the responsibility of removing the sign then disposal of the sign will be by the most convenient means for the district.
8. Appropriation by the District. Any and all obligations of the School District of Holmen under this Agreement are subject to prior annual budgeting and appropriation by the School District of Holmen of sufficient funds to carry out the purposes of this Agreement.
9. School District of Holmen Logo. No Advertiser shall use the School District of Holmen logo in its literature or issue a press release about the subject of this Agreement without prior written notice to and written approval of the School District of Holmen's District Administrator or administrative designee.
10. Entire Agreement; Modification; Waiver. This Agreement constitutes the entire agreement of the parties regarding the subject matter herein and supersedes all prior agreements, verbal or written, which pertain to the subject matter herein. This Agreement may be modified only by a writing signed by all the parties. The waiver of a breach of any provision of this Agreement shall not be construed as a waiver of any subsequent breach. No waiver shall be valid unless it is in writing and signed by the party giving the waiver.
11. Notices. All notices to be given by either party to the other shall be in writing and must be delivered by services rendering a receipt (such as registered or certified mail) addressed as follows:

If to the School District of Holmen: (Name)
(Address)
Holmen, WI 54336

If to the Advertiser:

12. Governing Law. This Agreement shall be governed and construed solely by the laws of the State of Wisconsin.
13. Indemnification. Advertiser assumes full liability for all advertising—whether written or verbal—and all signs or banners placed by virtue of this Agreement as well as all other acts done pursuant to this Agreement. Advertiser shall indemnify and hold harmless the School District of Holmen, its agents, officers and employees against all liabilities, losses, judgments, decrees, costs, and expenses that may be claimed against the School District of Holmen as a result of granting of this Agreement to said Advertiser.

In accordance with applicable laws, the School District of Holmen shall be responsible for defending and paying judgments on behalf of its officers, employees and agents while acting within the scope of their employment or agency for any claims that may arise out of the School District of Holmen’s negligence for acts, policies, or directives that affect the activities covered by this Agreement.
14. Severability. If any provisions of the Agreement is determined to be invalid or illegal, such a provision shall be deemed automatically amended to conform to the law or if such amendment is not possible, such provision shall have no effect. In either event, the other provisions of the Agreement shall remain applicable to the parties and be given full effect.
15. Binding Effect. This Agreement shall be binding upon and inure to the benefit of all parties, hereto and to the extent permitted by this Agreement, their representative legal representatives, successors and assigns.
16. Execution. This Agreement must be executed by both the principal or department head, and by the District Administrator’s designee to be valid.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written,

SCHOOL DISTRICT OF HOLMEN

By: _____
(Principal or Facility Coordinator)

Name: _____

Title: _____

Date: _____

By: _____
(District Administrator's Designee)

Name: _____

Title: _____

Date: _____

ADVERTISER

By: _____

Name: _____

Title: _____

Date: _____